

State: District of Columbia **Filing Company:** Stillwater Insurance Company
TOI/Sub-TOI: 04.0 Homeowners/04.0000 Homeowners Sub-TOI Combinations
Product Name: Homeowners
Project Name/Number: Inland Flood Coverage/

Filing at a Glance

Company: Stillwater Insurance Company
Product Name: Homeowners
State: District of Columbia
TOI: 04.0 Homeowners
Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
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Author(s): Linda Kinney
Reviewer(s):
Disposition Date:
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Effective Date (Renewal):

State: District of Columbia **Filing Company:** Stillwater Insurance Company
TOI/Sub-TOI: 04.0 Homeowners/04.0000 Homeowners Sub-TOI Combinations
Product Name: Homeowners
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General Information

Project Name: Inland Flood Coverage
Project Number:
Reference Organization:
Reference Title:
Filing Status Changed: 02/14/2020
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Reference Number:
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Deemer Date:
Submitted By: Linda Kinney

Filing Description:

Enclosed is a revision to the homeowners program, which includes the introduction of an optional Inland Flood Coverage endorsement that is developed and underwritten by Munich Reinsurance. The base loss costs for this coverage were developed using the National Flood Insurance Program (NFIP) Zone X experience and a frequency/severity approach based on accident years 2010-2018 for Munich Re.

Company and Contact

Filing Contact Information

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Filing Company Information

Stillwater Insurance Company	CoCode: 25180	State of Domicile: California
P.O. Box 45126	Group Code: 4869	Company Type:
Jacksonville, FL 32232-5126	Group Name: WT Holdings Group	State ID Number:
(904) 997-7380 ext. [Phone]	FEIN Number: 68-0266416	

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State: District of Columbia Filing Company: Stillwater Insurance Company
 TOI/Sub-TOI: 04.0 Homeowners/04.0000 Homeowners Sub-TOI Combinations
 Product Name: Homeowners
 Project Name/Number: Inland Flood Coverage/

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Inland Flood Coverage (HO 00 03 and HO 00 05)	SP2053	12 19	END	New			SP2053 12 19.pdf
2		Inland Flood Coverage (HO 00 04)	SP2054	12 19	END	New			SP2054 12 19.pdf
3		Inland Flood Coverage (HO 00 06)	SP2055	12 19	END	New			SP2055 12 19.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

INLAND FLOOD COVERAGE

Disclaimer - This endorsement does not satisfy mandatory flood insurance coverage should it be required by your federally regulated lender for your home mortgage or loan. This insurance product is not affiliated with the National Flood Insurance Program.

This Inland Flood Coverage is added to Property Coverages in your policy; all other terms of the policy apply except as amended by this endorsement.

SCHEDULE

Inception Date of Inland Flood Coverage Endorsement:		
Note: There is no coverage for a "flood occurrence" that begins before or within 15 days [360 hours] after this date, subject to a limited exception.		
	Per Occurrence Limit / Sublimit	Aggregate Limit / Sublimit
Inland Flood Limit:		
Property Coverage Sublimits*:		
Basement Personal Property		
Additional Living Expense And Fair Rental Value		
Deductible:		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

*Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limit.

AGREEMENT

We will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to, Conditions, Definitions and Exclusions) of your policy, except as modified by this endorsement. This endorsement contains definitions, limitations, restrictions and other terms separate and distinct from the remainder of your policy. Coverage provided under this endorsement does not increase any limit of liability under Section I.

This endorsement applies solely to the peril of "inland flood". For coverage to apply under this endorsement, the "flood occurrence" must commence during the policy period. Inland Flood Coverage is limited to Property Coverages as described below. Inland Flood Coverage does not extend to any other coverage provided by the policy or any coverage provided via endorsement to the policy, unless specifically described herein.

DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added:

- A. "Basement" means any area of the "residence premises", including any sunken room, sunken portion of a room, garage or crawl space, having any side of its floor below ground level.
- B. "Basement Personal Property" means personal property owned by you, your household family members, guests or "residence employees" when such property is located in a "basement" on the "residence premises".

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- C. "Direct Physical Loss By or From Inland Flood" means loss or damage to property covered on the "residence premises" directly caused by an "inland flood". There must be evidence of physical change to the property requiring repair or replacement.
- D. "Flood Occurrence" means the sum of all "direct physical loss by or from inland flood" and all expenses covered under this endorsement arising from all instances of "inland flood" occurring during one consecutive 168 hour time period.
- E. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- F. "Information Technology Hazard" means losses arising, directly or indirectly, out of:
1. Loss of, alteration of, or damage to; or
 2. A reduction in the functionality, availability or operation of
- a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder or not.
- G. "Inland Flood" means a general and temporary condition of partial or complete inundation of normally dry land area resulting from:
1. Overflow of inland or tidal waters;
 2. An unusual and rapid accumulation or runoff of surface waters from any source including but not limited to rainfall and ice melt; or
 3. "Mudflow."
- "Inland flood" does not mean or include tsunami.
- H. "Mudflow" means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. "Mudflow" does not mean or include other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

PROPERTY COVERAGES

For the purposes of the coverage provided by this endorsement, the following coverages apply, subject to the limits and sublimits indicated in the SCHEDULE:

A. Dwelling

We cover against "direct physical loss by or from inland flood" to the dwelling on the "residence premises". The dwelling includes an attached garage.

B. Other Structures

We cover against "direct physical loss by or from inland flood" to other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line or similar connection.

C. Personal Property

1. "Basement Personal Property"

We cover against "direct physical loss by or from inland flood" to "basement personal property."

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2. Other Personal Property

We cover against "direct physical loss by or from inland flood" to covered personal property, other than "basement personal property," located at the "residence premises" at the time of the "flood occurrence."

D. Additional Living Expense And Fair Rental Value**1. Additional Living Expense**

If a "direct physical loss by or from inland flood" makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

2. Fair Rental Value

If a "direct physical loss by or from inland flood" makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

The sublimit shown in the SCHEDULE for Additional Living Expense And Fair Rental Value is the total sublimit provided for this coverage.

Payment for Additional Living Expense or Fair Rental Value will be for the shortest time required to repair or replace the damage. The periods of time under **1. Additional Living Expense**, and **2. Fair Rental Value** above are not limited by expiration of this policy.

E. Debris Removal

We will pay the reasonable expense to remove any owned and non-owned debris from the "residence premises" if caused by a "direct physical loss by or from inland flood." This coverage does not increase the limit of liability that applies to the covered property.

F. Property Removed to Safety

We cover against "direct physical loss by or from inland flood" to covered property removed from a "residence premises" endangered by a "flood occurrence." We will also pay for the reasonable expenses you incur to move covered property to safety. The personal property that is moved must be placed in a fully enclosed structure or otherwise reasonably protected from the elements. This coverage shall only apply for the first 30 days from the date such property is removed from the "residence premises." This coverage does not increase the limit of liability that applies to the covered property.

We pay up to a \$250 for a towing charge to move a covered mobile home that is in danger from a "flood occurrence". No deductible applies to this expense.

G. "Fungi", Wet or Dry Rot, or Bacteria

1. The amount shown in Paragraph G.3. below is the most we will pay for:

- a. The total of all loss payable under this endorsement caused by "fungi", wet or dry rot, or bacteria;
- b. The cost to remove "fungi", wet or dry rot, or bacteria from property covered under this endorsement;
- c. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", wet or dry rot, or bacteria; and
- d. The cost of testing of air or property to confirm the absence, presence or level of "fungi", wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", wet or dry rot, or bacteria.

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2. The coverage described in Paragraph **G.1.** above only applies when such loss or costs are a result of a "flood occurrence" that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the "flood occurrence" occurred.
3. \$10,000 is the most we will pay for the total of all loss or costs payable under this "Fungi", Wet or Dry Rot, or Bacteria Coverage regardless of the number of locations insured under this endorsement; or number of claims made.
4. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", wet or dry rot, or bacteria, loss payment will not be limited by the terms of this coverage, except to the extent that "fungi", wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this coverage.

This Coverage does not increase the limit of liability applying to the damaged covered property.

We do not cover land, including land on which the dwelling or other structures are located.

PROPERTY NOT COVERED

For the purposes of the coverage provided by this endorsement, the following applies as Property Not Covered:

We do not cover:

- A. Personal property located outside the dwelling or other structures on the "residence premises" and not fully enclosed;
- B. Any structure or personal property located entirely in, on, or over water;
- C. Open structures, boathouses or any structure into which boats are floated;
- D. Vehicles and recreational vehicles, whether affixed to a permanent foundation or on wheels, and whether or not licensed for road use;
- E. Lawns, trees, shrubs, plants, growing crops, or animals;
- F. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- G. Underground structures and equipment, including but not limited to, private water wells, septic tanks and septic systems;
- H. Walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of a building on the "residence premises";
- I. Containers, and related equipment, including but not limited to, tanks containing gases or liquids;
- J. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- K. Aircraft or watercraft, or their furnishings and equipment;
- L. Hot tubs and spas which are not bathroom fixtures, and swimming pools and their equipment, including but not limited to, heaters, filters, pumps, and pipes, wherever located;
- M. Barns or other structures designed or used for farming;
- N. Farm personal property;
- O. "Business" personal property; and
- P. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".

EXCLUSIONS

For the purposes of the coverage provided by this endorsement, all exclusions in your policy apply except as modified below and to the extent coverage is specifically provided by this endorsement. Additional exclusions apply specifically to the coverages provided by this endorsement.

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- A. We do not pay for:
1. Loss of revenue or profits;
 2. Loss from interruption of business or production;
 3. The increased costs you incur due to the enforcement of any ordinance or law which requires or regulates construction, demolition, renovation or repair of that part of a covered building or other structure, when that building or other structure sustains physical loss by or from an "inland flood;"
 4. The costs to comply with an ordinance or law which requires you to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure; or
 5. Loss to a sump, sump pump, or related equipment caused by mechanical breakdown.
- B. We do not insure loss, damage or expense directly or indirectly caused by a "flood occurrence" that begins before the inception date of this endorsement or within 15 days [360 hours] after the inception date of this endorsement. However, this exclusion does not apply to the "residence premises" if other Flood insurance was in effect for that "residence premises" for at least 72 hours immediately prior to the inception date of this endorsement, under a policy issued by us or by another insurer, and this policy replaces the previous policy without a lapse in coverage. If you request and we provide an increase in the stated Inland Flood Limit or Property Coverage Sublimits during the term of this policy, with the exception of an increase at the time of the renewal of the policy, the increase will not apply to loss or damage from any "flood occurrence" that begins before or within 15 days [360 hours] after your request was made.
- C. We do not insure loss, damage or expense caused directly or indirectly by earth movement even if the earth movement is caused by a "flood occurrence." As used in this exclusion, earth movement includes, but is not limited to:
1. Earthquake;
 2. Landslide;
 3. Land subsidence;
 4. Sinkholes;
 5. Destabilization or movement of land resulting from accumulation of water in subsurface land areas; or
 6. Gradual erosion.
- D. We do not insure for loss, damage, or expense caused directly or indirectly by "Fungi", Wet Or Dry Rot, Or Bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot, or bacteria. This exclusion does not apply to the extent that coverage is provided for in **PROPERTY COVERAGES, G. "Fungi", Wet or Dry Rot, or Bacteria** with respect to loss caused by a "flood occurrence".
- E. We do not insure for loss, damage or expense caused directly or indirectly by:
1. The pressure or weight of ice;
 2. The pressure or weight of water;
 3. Freezing or thawing;
 4. Theft, fire, explosion, wind, or windstorm; or
 5. Power, heating, or cooling failure.
- F. We do not insure for loss, damage or expense caused directly or indirectly by:
1. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
 2. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through the dwelling or structure.

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This exclusion does not apply if:

- a. There is an "inland flood" and the "inland flood" is the proximate cause of such back up, overflow, pressure, seepage, leakage or flow; and
 - b. There is evidence of "inland flood" on the "residence premises".
- G. We do not insure for loss, damage or expense caused directly or indirectly by "information technology hazard".
- H. We do not insure for "direct physical loss by or from inland flood" to any "residence premises" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

LIMITS

For the purposes of the coverage provided by this endorsement, only the following Limits provisions apply:

A "flood occurrence" may begin in one policy period but cause "direct physical loss by or from inland flood" in one or more subsequent policy periods. If so, all covered "direct physical loss by or from inland flood" arising from such a "flood occurrence" will be subject to the Aggregate Limit/Sublimit(s) Per Policy Period applicable to the policy period when the "flood occurrence" began.

A. Inland Flood Limits

Inland Flood Limits are part of, and not in addition to, the applicable limits under your policy.

1. Inland Flood Per Occurrence Limit

The most we pay for "direct physical loss by or from inland flood" arising from any one "flood occurrence" is the amount shown as the Inland Flood Per Occurrence Limit indicated in the SCHEDULE.

2. Inland Flood Aggregate Limit Per Policy Period

The most we pay for "direct physical loss by or from inland flood" arising from all "flood occurrences" during any one policy period is the Inland Flood Aggregate Limit Per Policy Period indicated in the SCHEDULE. The Inland Flood Aggregate Limit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

B. Property Coverage Sublimits

Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limits shown in the SCHEDULE.

1. Property Coverage Per Occurrence Sublimits

The most we will pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from any one "flood occurrence," is the Per Occurrence amount indicated for that Property Coverage in the SCHEDULE.

2. Property Coverage Aggregate Sublimit Per Policy Period

The most we will pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from all "flood occurrences" during any one policy period is the Aggregate Sublimit Per Policy Period amount indicated in the SCHEDULE. The Property Coverage Aggregate Sublimit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

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DEDUCTIBLE

For the purposes of the coverage provided by this endorsement, only the following Deductible provision applies:

We will pay only that part of the loss, damage or expense arising from any one "flood occurrence" that exceeds the Deductible amount indicated in the SCHEDULE. No other deductible applies to this coverage.

OTHER INSURANCE

For the purposes of the coverage provided by this endorsement, the Other Insurance provision in the coverage form is replaced by the following:

If there is other insurance, including but not limited to any insurance provided under the National Flood Insurance Program, covering the same "direct physical loss by or from inland flood" for which coverage is also provided under this endorsement, we will pay under this endorsement only the amount of covered "direct physical loss by or from inland flood" in excess of the amount due from the other insurance, whether you can collect it or not. In no event will we pay more than the applicable limits indicated in the SCHEDULE.

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

INLAND FLOOD COVERAGE

Disclaimer - This endorsement does not satisfy mandatory flood insurance coverage should it be required by your federally regulated lender for your home mortgage or loan. This insurance product is not affiliated with the National Flood Insurance Program.

This Inland Flood Coverage is added to Property Coverages in your policy; all other terms of the policy apply except as amended by this endorsement.

SCHEDULE

Inception Date of Inland Flood Coverage Endorsement:		
Note: There is no coverage for a "flood occurrence" that begins before or within 15 days [360 hours] after this date, subject to a limited exception.		
	Per Occurrence Limit / Sublimit	Aggregate Limit / Sublimit
Inland Flood Limit:		
Property Coverage Sublimits*:		
Basement Personal Property		
Additional Living Expense And Fair Rental Value		
Deductible:		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

*Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limit.

AGREEMENT

We will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to, Conditions, Definitions and Exclusions) of your policy, except as modified by this endorsement. This endorsement contains definitions, limitations, restrictions and other terms separate and distinct from the remainder of your policy. Coverage provided under this endorsement does not increase any limit of liability under Section I.

This endorsement applies solely to the peril of "inland flood". For coverage to apply under this endorsement, the "flood occurrence" must commence during the policy period. Inland Flood Coverage is limited to Property Coverages as described below. Inland Flood Coverage does not extend to any other coverage provided by the policy or any coverage provided via endorsement to the policy, unless specifically described herein.

DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added:

- A.** "Basement" means any area of the "residence premises," including any sunken room, sunken portion of a room, garage or crawl space, having any side of its floor below ground level.
- B.** "Basement Personal Property" means personal property owned by you, your household family members, guests or "residence employees" when such property is located in the "basement" of the "residence premises".

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- C. "Direct Physical Loss By or From Inland Flood" means loss or damage to property covered on the "residence premises" directly caused by an "inland flood". There must be evidence of physical change to the property requiring repair or replacement.
- D. "Flood Occurrence" means the sum of all "direct physical loss by or from inland flood" and all expenses covered under this endorsement arising from all instances of "inland flood" occurring during one consecutive 168 hour time period.
- E. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- F. "Information Technology Hazard" means losses arising, directly or indirectly, out of:
1. Loss of, alteration of, or damage to; or
 2. A reduction in the functionality, availability or operation of
- a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder or not.
- G. "Inland Flood" means a general and temporary condition of partial or complete inundation of normally dry land area resulting from:
1. Overflow of inland or tidal waters;
 2. An unusual and rapid accumulation or runoff of surface waters from any source including but not limited to rainfall and ice melt; or
 3. "Mudflow."
- "Inland flood" does not mean or include tsunami.
- H. "Mudflow" means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. "Mudflow" does not mean or include other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

PROPERTY COVERAGES

For the purposes of the coverage provided by this endorsement, the following coverages are added, subject to the limits and sublimits indicated in the SCHEDULE:

A. Personal Property

1. "Basement Personal Property"

We cover against "direct physical loss by or from inland flood" to "basement personal property."

2. Other Personal Property

We cover against "direct physical loss by or from inland flood" to covered personal property, other than "basement personal property," located at the "residence premises" at the time of the "flood occurrence."

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B. Additional Living Expense And Fair Rental Value**1. Additional Living Expense**

If a "direct physical loss by or from inland flood" makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

2. Fair Rental Value

If a "direct physical loss by or from inland flood" makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

The sublimit shown in the SCHEDULE for Additional Living Expense And Fair Rental Value is the total sublimit provided for this coverage.

Payment for Additional Living Expense or Fair Rental Value will be for the shortest time required to repair or replace the damage. The periods of time under **1. Additional Living Expense**, and **2. Fair Rental Value** above are not limited by expiration of this policy.

C. Debris Removal

We will pay the reasonable expense to remove any owned and non-owned debris from the "residence premises" if caused by a "direct physical loss by or from inland flood." This coverage does not increase the limit of liability that applies to the covered property.

D. Property Removed to Safety

We cover against "direct physical loss by or from inland flood" to covered property removed from a "residence premises" endangered by a "flood occurrence." We will also pay for the reasonable expenses you incur to move covered property to safety. The personal property that is moved must be placed in a fully enclosed structure or otherwise reasonably protected from the elements. This coverage shall only apply for the first 30 days from the date such property is removed from the "residence premises." This coverage does not increase the limit of liability that applies to the covered property.

E. Limited Fungi, Wet or Dry Rot, or Bacteria**1. \$10,000 is the most we will pay:**

- a.** To repair or replace covered property because of contamination by "fungi", wet or dry rot, or bacteria from a "flood occurrence". This includes the costs to clean up or dispose of such property;
 - b.** For the testing performed after repair or replacement of the damaged covered property is completed only to the extent that there is reason to believe there is the presence of "fungi", wet or dry rot, or bacteria; and
 - c.** Under this endorsement for all loss caused by "fungi", wet or dry rot, or bacteria regardless of the number of claims made or locations insured.
- 2.** The amount described in **E. 1.** is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period) even if the "fungi", wet or dry rot, or bacteria continues to be present or active or recurs in a later policy period.
- 3.** This coverage only applies when such loss or costs are a result of a "flood occurrence" that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the "flood occurrence" occurred.

This coverage does not increase the limit of liability applying to the damaged covered property.

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We do not cover land, including land on which the dwelling or other structures are located.

PROPERTY NOT COVERED

For the purposes of the coverage provided by this endorsement, the following applies as Property Not Covered:

We do not cover:

- A.** Dwelling property, including structures attached to the dwelling;
- B.** Barns or other structures set apart from the dwelling by clear space, including structures connected to the dwelling by only a fence, utility line or similar connection;
- C.** Personal property outside those portions of a dwelling or structure not fully enclosed;
- D.** Any structure or personal property located entirely in, on, or over water;
- E.** Open structures, boathouses or any structure into which boats are floated;
- F.** Vehicles and recreational vehicles, whether affixed to a permanent foundation or on wheels, and whether or not licensed for road use;
- G.** Lawns, trees, shrubs, plants, growing crops, or animals;
- H.** Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- I.** Underground structures and equipment, including but not limited to, private water wells, septic tanks and septic systems;
- J.** Those portions of walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of a dwelling or structure;
- K.** Containers, and related equipment, including but not limited to, tanks containing gases or liquids;
- L.** Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- M.** Aircraft or watercraft, or their furnishings and equipment;
- N.** Hot tubs and spas which are not bathroom fixtures, and swimming pools and their equipment, including but not limited to, heaters, filters, pumps, and pipes, wherever located;
- O.** Farm personal property; and
- P.** "Business" personal property.

EXCLUSIONS

For the purposes of the coverage provided by this endorsement, all exclusions in your policy apply except as modified below and to the extent coverage is specifically provided by this endorsement. Additional exclusions apply specifically to the coverages provided by this endorsement.

A. We do not pay for:

- 1.** Loss of revenue or profits;
- 2.** Loss from interruption of business or production;
- 3.** The costs to comply with an ordinance or law which requires you to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any dwelling or other structure; or
- 4.** Loss to a sump, sump pump, or related equipment caused by mechanical breakdown.

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- B.** We do not insure loss, damage or expense directly or indirectly caused by a "flood occurrence" that begins before the inception date of this endorsement or within 15 days [360 hours] after the inception date of this endorsement. However, this exclusion does not apply to the "residence premises" if other Flood insurance was in effect for that "residence premises" for at least 72 hours immediately prior to the inception date of this endorsement, under a policy issued by us or by another insurer, and this policy replaces the previous policy without a lapse in coverage. If you request and we provide an increase in the stated Inland Flood Limit or Property Coverage Sublimits during the term of this policy, with the exception of an increase at the time of the renewal of the policy, the increase will not apply to loss or damage from any "flood occurrence" that begins before or within 15 days [360 hours] after your request was made.
- C.** We do not insure loss, damage or expense caused by earth movement even if the earth movement is caused by a "flood occurrence." As used in this exclusion, earth movement includes, but is not limited to:
1. Earthquake;
 2. Landslide;
 3. Land subsidence;
 4. Sinkholes;
 5. Destabilization or movement of land resulting from accumulation of water in subsurface land areas; or
 6. Gradual erosion.
- D.** Except as specifically provided under **PROPERTY COVERAGES, E. Limited Fungi, Wet or Dry Rot, or Bacteria**, we do not insure for loss, damage or expense caused by "fungi", wet or dry rot, or bacteria. "Fungi", wet or dry rot, or bacteria damage includes, but is not limited to, contamination by "fungi", wet or dry rot or bacteria, including any spores or toxins created or produced by or emanating from such "fungi", wet or dry rot, or bacteria.
- E.** We do not insure for loss, damage or expense caused directly or indirectly by:
1. The pressure or weight of ice;
 2. The pressure or weight of water;
 3. Freezing or thawing;
 4. Theft, fire, explosion, wind, or windstorm; or
 5. Power, heating, or cooling failure.
- F.** We do not insure for loss, damage or expense caused directly or indirectly by:
1. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
 2. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through the dwelling or structure;
- This exclusion does not apply if:
- a. There is an "inland flood" and the "inland flood" is the proximate cause of such back up, overflow, pressure, seepage, leakage or flow; and
 - b. There is evidence of "inland flood" on the "residence premises".
- G.** We do not insure for loss, damage or expense caused directly or indirectly by "information technology hazard".
- H.** We do not insure for "direct physical loss by or from inland flood" to any "residence premises" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

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LIMITS

For the purposes of the coverage provided by this endorsement, only the following Limits provisions apply:

A "flood occurrence" may begin in one policy period but cause "direct physical loss by or from inland flood" in one or more subsequent policy periods. If so, all covered "direct physical loss by or from inland flood" arising from such a "flood occurrence" will be subject to the Aggregate Limit/Sublimit(s) Per Policy Period applicable to the policy period when the "flood occurrence" began.

A. Inland Flood Limits

Inland Flood Limits are part of, and not in addition to, the applicable limits under your policy.

1. Inland Flood Per Occurrence Limit

The most we pay for "direct physical loss by or from inland flood" arising from any one "flood occurrence" is the amount shown as the Inland Flood Per Occurrence Limit indicated in the SCHEDULE.

2. Inland Flood Aggregate Limit Per Policy Period

The most we pay for "direct physical loss by or from inland flood" arising from all "flood occurrences" during any one policy period is the Inland Flood Aggregate Limit Per Policy Period indicated in the SCHEDULE. The Inland Flood Aggregate Limit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

B. Property Coverage Sublimits

Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limits shown in the SCHEDULE.

1. Property Coverage Per Occurrence Sublimits

The most we will pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from any one "flood occurrence," is the Per Occurrence amount indicated for that Property Coverage in the SCHEDULE.

2. Property Coverage Aggregate Sublimit Per Policy Period

The most we will pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from all "flood occurrences" during any one policy period is the Aggregate Sublimit Per Policy Period amount indicated in the SCHEDULE. The Property Coverage Aggregate Sublimit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

DEDUCTIBLE

For the purposes of the coverage provided by this endorsement, only the following Deductible provision applies:

We will pay only that part of the loss, damage or expense arising from any one "flood occurrence" that exceeds the Deductible amount indicated in the SCHEDULE. No other deductible applies to this coverage.

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OTHER INSURANCE

For the purposes of the coverage provided by this endorsement, the Other Insurance provision in the coverage form is replaced by the following:

If there is other insurance, including but not limited to any insurance provided under the National Flood Insurance Program, covering the same "direct physical loss by or from inland flood" for which coverage is also provided under this endorsement, we will pay under this endorsement only the amount of covered "direct physical loss by or from inland flood" in excess of the amount due from the other insurance, whether you can collect it or not. In no event will we pay more than the applicable limits indicated in the SCHEDULE.

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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY

INLAND FLOOD COVERAGE

Disclaimer - This endorsement does not satisfy mandatory flood insurance coverage should it be required by your federally regulated lender for your home mortgage or loan. This insurance product is not affiliated with the National Flood Insurance Program.

This Inland Flood Coverage is added to Property Coverages in your policy; all other terms of the policy apply except as amended by this endorsement.

SCHEDULE

Inception Date of Inland Flood Coverage Endorsement:		
Note: There is no coverage for a "flood occurrence" that begins before or within 15 days [360 hours] after this date, subject to a limited exception.		
	Per Occurrence Limit / Sublimit	Aggregate Limit / Sublimit
Inland Flood Limit:		
Property Coverage Sublimits*:		
Basement Personal Property		
Additional Living Expense And Fair Rental Value		
Deductible:		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

*Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limit.

AGREEMENT

We will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to, Conditions, Definitions and Exclusions) of your policy, except as modified by this endorsement. This endorsement contains definitions, limitations, restrictions and other terms separate and distinct from the remainder of your policy. Coverage provided under this endorsement does not increase any limit of liability under Section I.

This endorsement applies solely to the peril of "inland flood". For coverage to apply under this endorsement, the "flood occurrence" must commence during the policy period. Inland Flood Coverage is limited to Property Coverages as described below. Inland Flood Coverage does not extend to any other coverage provided by the policy or any coverage provided via endorsement to the policy, unless specifically described herein.

DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added:

- A.** "Basement" means any area of the "residence premises", including any sunken room, sunken portion of a room, garage or crawl space, having any side of its floor below ground level.
- B.** "Basement Personal Property" means personal property owned by you, your household family members, guests or "residence employees" when such property is located in the "basement" of the "residence premises".

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- C. "Direct Physical Loss By or From Inland Flood" means loss or damage to property covered on the "residence premises" directly caused by an "inland flood". There must be evidence of physical change to the property requiring repair or replacement.
- D. "Flood Occurrence" means the sum of all "direct physical loss by or from inland flood" and all expenses covered under this endorsement arising from all instances of "inland flood" occurring during one consecutive 168 hour time period.
- E. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- F. "Information Technology Hazard" means losses arising, directly or indirectly, out of:
1. Loss of, alteration of, or damage to; or
 2. A reduction in the functionality, availability or operation of
- a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder or not.
- G. "Inland Flood" means a general and temporary condition of partial or complete inundation of normally dry land area resulting from:
1. Overflow of inland or tidal waters;
 2. An unusual and rapid accumulation or runoff of surface waters from any source including but not limited to rainfall and ice melt; or
 3. "Mudflow."
- "Inland flood" does not mean or include tsunami.
- H. "Mudflow" means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water. "Mudflow" does not mean or include other earth movements, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope.
- I. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

PROPERTY COVERAGES

For the purposes of the coverage provided by this endorsement, the following coverages apply, subject to the limits and sublimits indicated in the SCHEDULE:

A. Dwelling

We cover against "direct physical loss by or from inland flood" to:

1. The alterations, appliances, fixtures and improvements which are part of the building contained within the "residence premises";
2. Items of real property which pertain exclusively to the "residence premises";
3. Property which is your insurance responsibility under a corporation or association of property owners agreement; or
4. Structures owned solely by you, other than the "residence premises", at the location of the "residence premises".

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B. Personal Property**1. "Basement Personal Property"**

We cover against "direct physical loss by or from inland flood" to "basement personal property."

2. Other Personal Property

We cover against "direct physical loss by or from inland flood" to covered personal property, other than "basement personal property," located at the "residence premises" at the time of the "flood occurrence."

C. Additional Living Expense And Fair Rental Value**1. Additional Living Expense**

If a "direct physical loss by or from inland flood" makes that part of the "residence premises" where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

2. Fair Rental Value

If a "direct physical loss by or from inland flood" makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

The sublimit shown in the SCHEDULE for Additional Living Expense And Fair Rental Value is the total sublimit provided for this coverage.

Payment for Additional Living Expense or Fair Rental Value will be for the shortest time required to repair or replace the damage. The periods of time under **1. Additional Living Expense**, and **2. Fair Rental Value** above are not limited by expiration of this policy.

D. Debris Removal

We will pay the reasonable expense to remove any owned and non-owned debris from the "residence premises" if caused by a "direct physical loss by or from inland flood." This coverage does not increase the limit of liability that applies to the covered property.

E. Property Removed to Safety

We cover against "direct physical loss by or from inland flood" to covered property removed from a "residence premises" endangered by a "flood occurrence." We will also pay for the reasonable expenses you incur to move covered property to safety. The personal property that is moved must be placed in a fully enclosed structure or otherwise reasonably protected from the elements. This coverage shall only apply for the first 30 days from the date such property is removed from the "residence premises." This coverage does not increase the limit of liability that applies to the covered property.

F. Limited Fungi, Wet or Dry Rot, or Bacteria**1. \$10,000 is the most we will pay:**

- a.** To repair or replace covered property because of contamination by "fungi", wet or dry rot, or bacteria from a "flood occurrence". This includes the costs to clean up or dispose of such property.
- b.** for testing performed after repair or replacement of the damaged covered property is completed only to the extent that there is reason to believe there is the presence of "fungi", wet or dry rot, or bacteria; and
- c.** Under this endorsement for all loss caused by "fungi", wet or dry rot, or bacteria regardless of the number of claims made or locations insured.

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2. The amount described in **F. 1.** above for Limited "Fungi", Wet or Dry Rot, or Bacteria Coverage is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period) even if the "fungi", wet or dry rot, or bacteria continues to be present or active or recurs in a later policy period.
3. This coverage only applies when such loss or costs are a result of a "flood occurrence" that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the "flood occurrence" occurred.

This coverage does not increase the limit of liability applying to the damaged covered property.

We do not cover land, including land on which the dwelling or other structures are located.

PROPERTY NOT COVERED

For the purposes of the coverage provided by this endorsement, the following apply as Property Not Covered:

We do not cover:

- A. Personal property outside the "residence premises" and not fully enclosed;
- B. Any structure or personal property located entirely in, on, or over water;
- C. Open structures, boathouses or any structure into which boats are floated;
- D. Vehicles and recreational vehicles, whether affixed to a permanent foundation or on wheels, and whether or not licensed for road use;
- E. Lawns, trees, shrubs, plants, growing crops, or animals;
- F. Accounts, bills, coins, currency, deeds, evidences of debt, medals, money, scrip, stored value cards, postage stamps, securities, bullion, manuscripts, or other valuable papers;
- G. Underground structures and equipment, including but not limited to, private water wells, septic tanks and septic systems;
- H. Walks, walkways, decks, driveways, patios, and other surfaces, all whether protected by a roof or not, located outside the perimeter, exterior walls of the "residence premises";
- I. Containers, and related equipment, including but not limited to, tanks containing gases or liquids;
- J. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;
- K. Aircraft or watercraft, or their furnishings and equipment;
- L. Hot tubs and spas which are not bathroom fixtures, and swimming pools and their equipment; including but not limited to, heaters, filters, pumps, and pipes, wherever located;
- M. Barns or other structures designed or used for farming;
- N. Farm personal property; and
- O. "Business" personal property.

EXCLUSIONS

For the purposes of the coverage provided by this endorsement, all exclusions in your policy apply except as modified below and to the extent coverage is specifically provided by this endorsement. Additional exclusions apply specifically to the coverages provided by this endorsement.

A. We do not pay for:

1. Loss of revenue or profits;
2. Loss from interruption of business or production;
3. The increased costs you incur due to the enforcement of any ordinance or law which requires or regulates construction, demolition, renovation or repair of that part of a covered building or other structure, when that building or other structure sustains physical loss by or from an "inland flood;"

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4. The costs to comply with an ordinance or law which requires you to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants" in or on any covered building or other structure; or
 5. Loss to a sump, sump pump, or related equipment caused by mechanical breakdown.
- B.** We do not insure loss, damage or expense directly or indirectly caused by a "flood occurrence" that begins before the inception date of this endorsement or within 15 days [360 hours] after the inception date of this endorsement. However, this exclusion does not apply to the "residence premises" if other Flood insurance was in effect for that "residence premises" for at least 72 hours immediately prior to the inception date of this endorsement, under a policy issued by us or by another insurer, and this policy replaces the previous policy without a lapse in coverage. If you request and we provide an increase in the stated Inland Flood Limit or Property Coverage Sublimits during the term of this policy, with the exception of an increase at the time of the renewal of the policy, the increase will not apply to loss or damage from any "flood occurrence" that begins before or within 15 days [360 hours] after your request was made.
- C.** We do not insure loss, damage or expense caused by earth movement even if the earth movement is caused by a "flood occurrence." As used in this exclusion, earth movement includes, but is not limited to:
1. Earthquake;
 2. Landslide;
 3. Land subsidence;
 4. Sinkholes;
 5. Destabilization or movement of land resulting from accumulation of water in subsurface land areas; or
 6. Gradual erosion.
- D.** Except as specifically provided under **PROPERTY COVERAGES, F. Limited Fungi, Wet or Dry Rot, or Bacteria**, we do not insure for loss, damage or expense caused by "fungi", wet or dry rot, or bacteria. "Fungi", wet or dry rot, or bacteria damage includes, but is not limited to, contamination by "fungi", wet or dry rot or bacteria, including any spores or toxins created or produced by or emanating from such "fungi", wet or dry rot, or bacteria.
- E.** We do not insure for loss, damage or expense caused directly or indirectly by:
1. The pressure or weight of ice;
 2. The pressure or weight of water;
 3. Freezing or thawing;
 4. Theft, fire, explosion, wind, or windstorm; or
 5. Power, heating, or cooling failure.
- F.** We do not insure for loss, damage or expense caused directly or indirectly by:
1. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
 2. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through the dwelling or structure;
- This exclusion does not apply if:
- a. There is an "inland flood" and the "inland flood" is the proximate cause of such back up, overflow, pressure, seepage, leakage or flow; and
 - b. There is evidence of "inland flood" on the exterior of the "residence premises".
- G.** We do not insure for loss, damage or expense caused directly or indirectly by "information technology hazard".

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- H. We do not insure for "direct physical loss by or from inland flood" to any "residence premises" or personal property located on land leased from the Federal Government, arising from or incident to the flooding of the land by the Federal Government, where the lease expressly holds the Federal Government harmless under flood insurance issued under any Federal Government program.

LIMITS

For the purposes of the coverage provided by this endorsement, only the following Limits provisions apply:

A "flood occurrence" may begin in one policy period but cause "direct physical loss by or from inland flood" in one or more subsequent policy periods. If so, all covered "direct physical loss by or from inland flood" arising from such a "flood occurrence" will be subject to the Aggregate Limit/Sublimit(s) Per Policy Period applicable to the policy period when the "flood occurrence" began.

A. Inland Flood Limits

Inland Flood Limits are part of, and not in addition to, the applicable limits under your policy.

1. Inland Flood Per Occurrence Limit

The most we pay for "direct physical loss by or from inland flood" arising from any one "flood occurrence" is the amount shown as the Inland Flood Per Occurrence Limit indicated in the SCHEDULE.

2. Inland Flood Aggregate Limit Per Policy Period

The most we pay for "direct physical loss by or from inland flood" arising from all "flood occurrences" during any one policy period is the Inland Flood Aggregate Limit Per Policy Period indicated in the SCHEDULE. The Inland Flood Aggregate Limit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

B. Property Coverage Sublimits

Property Coverage Sublimits are part of, and not in addition to, the Inland Flood Limits shown in the SCHEDULE.

1. Property Coverage Per Occurrence Sublimits

The most we will pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from any one "flood occurrence," is the Per Occurrence amount indicated for that Property Coverage in the SCHEDULE.

2. Property Coverage Aggregate Sublimit Per Policy Period

The most we will pay for "direct physical loss by or from inland flood" for any coverage subject to a sublimit in the SCHEDULE, arising from all "flood occurrences" during any one policy period is the Aggregate Sublimit Per Policy Period amount indicated in the SCHEDULE. The Property Coverage Aggregate Sublimit Per Policy Period applies regardless of the number of "flood occurrences" during that policy period.

DEDUCTIBLE

For the purposes of the coverage provided by this endorsement, only the following Deductible provision applies:

We will pay only that part of the loss, damage or expense arising from any one "flood occurrence" that exceeds the Deductible amount indicated in the SCHEDULE. No other deductible applies to this coverage.

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OTHER INSURANCE

For the purposes of the coverage provided by this endorsement, the Other Insurance provision in the coverage form is replaced by the following:

If there is other insurance, including but not limited to any insurance provided under the National Flood Insurance Program, covering the same "direct physical loss by or from inland flood" for which coverage is also provided under this endorsement, we will pay under this endorsement only the amount of covered "direct physical loss by or from inland flood" in excess of the amount due from the other insurance, whether you can collect it or not. In no event will we pay more than the applicable limits indicated in the SCHEDULE.

State:	District of Columbia	Filing Company:	Stillwater Insurance Company
TOI/Sub-TOI:	04.0 Homeowners/04.0000 Homeowners Sub-TOI Combinations		
Product Name:	Homeowners		
Project Name/Number:	Inland Flood Coverage/		

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	Acknowledged
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	Not applicable
Attachment(s):	
Item Status:	
Status Date:	